



INTERIM POLICY

BOARD ISSUANCE
Policy

ID/NO: OP 06-01
DATE: 10-1-06

To: TCWDB Staff
Serco of Texas, Inc.

From: Judy McDonald, Executive Director

Subject: Customized Training Procedures

PURPOSE: To provide Board guidance to the Workforce Solutions of Tarrant County Workforce Center Contractors in providing customized training services to Tarrant County employers. This policy provides guidance for customized training provided with Workforce Investment Act (WIA), Title One, Trade Affected Act (TAA), Temporary Assistance for Needy Families (TANF) Choices, and Food Stamps Employment and Training (FSE&T) funds.

AUTHORITY: The 74th Legislative Session, in H.B. 1863, placed the oversight, funding, administration and monitoring functions of area Workforce Centers and programs under the purview of Local Workforce Development Boards. Tarrant County Workforce Development Board (TCWDB) has program administration, planning, monitoring, and fiscal oversight of Child Care Funds, Food Stamp Employment and Training Program, funds for Adult, Dislocated Workers and Youth program funds for the Workforce Investment Act, and the TANF Choices Program in Tarrant County. All policy will be conducted in accordance with State and Federal laws, and policies and directives of the Workforce Solutions Board.

REFERENCE: Workforce Investment Act; Sections 101(8), 101(31), 122(h), 134(d) (4) (G), 181(d) (1), and 195(4); Workforce Investment Act: Final Rule 20 C.F.R S663.700 – S663.730; Trade Adjustment Assistance for Workers under the Trade Act of 1974 (20C.F.R. Part 617); WD Letter 70-05 issued November 15, 2005 Selection of Employer and Training Providers for On-the-Job Training and Customized Training ; WD Letter 07-03 issued March 10, 2003 entitled "Workforce Investment Act; Waiver Approval of New Sliding Scale Employer Match for Customized Training; WD Letter 49-05 issued August 16, 2005 entitled "Workforce Investment Act: Approved Waiver Extensions"; Choices: A Comprehensive Guide Section B – 900 Allowable Activities Integration of Trade Services for Dislocated Workers: A Comprehensive Guide, Section D-400.3, Types of Training.

BACKGROUND: Customized Training provides Boards with the flexibility to:

- Provide training services to employers, job seekers, and employed or incumbent workers;
- Meet the specific job skill needs of employers and trainees; and
- Maximize the training services offered.

The customized training waiver under the Workforce Investment Act (WIA) will be followed by the local Workforce Development Board staff and contractors. The Board staff will use a sliding scale employer match from 10- to 50-percent for customized training. The employer match is to

be based on certain desirable quality characteristics of the training and the transferability of the skills to be attained by the worker. The sliding scale employer match allows the Board to:

1. Increase flexibility at the local level to service business and industry through a value-added approach to their specific needs;
2. Equip workers with relevant job training with transferable skills that lead to high-skill, high-wage occupations and industries;
3. Improve the ability of Boards to work with the private sector and respond quickly to changes in the local workforce development area; and
4. Increase local flexibility for design and control of the training programs.

Note: Due to the specialized nature of these contracts, each agreement will have individualized aspects, which will be addressed between the Board staff and/or all parties on a case by case basis.

Employer Matches

Employer Match Options:

The chart listed below illustrates the sliding scale evaluation criteria to determine the match percentage to be contributed by the employer. Values are calculated and the entire match is scored. A match of at least 10% must be met in order to provide customized training to the employer. The level of employer match (10- to 50-percent) will be determined using a point scale based on the following charts:

Sliding Scale Criteria for Customized Training

| Criteria | Yes | No |
|---|------------|-----------|
| Skills transferability? | 1 | 0 |
| Increase in wage? | 1 | 0 |
| Targeted Occupation? | 1 | 0 |
| Full time regular vs. Part Time? | 1 | 0 |
| Industrial Specific Language Acquisition? | 1 | 0 |
| Increase Promotional Opportunity? | 1 | 0 |
| Majority of Trainees Low Wage Workers? | 1 | 0 |
| Score | | |

- 4 points qualifies for 10% match**
- 3 points qualifies for 20% match**
- 2 points qualifies for 30% match**
- 1 point qualifies for 40% match***
- 0 points qualifies for 50% match***

***Written justification must accompany training with less than 2 points.**

The list below provides examples of items the employer can contribute to meet their sliding scale match. The matches are not limited to the list below. Each item is given a value.

- Training Instructor
- Facility/Classroom Space
- Training Equipment
- Training Materials
- Text books
- Training curriculum
- Earnings Gain

DEFINITION: Customized Training

Workforce Investment Act (WIA) and Trade Affected Act (TCC)

WIA §101(8) defines customized training as training:

- Designed to meet the special requirements of an employer (including a group of employers);
- Conducted with a commitment by the employer to employ an individual upon successful completion of the training; and
- Paid for in part by the employer (not less than 50 percent of the cost of the training).

These criteria also apply to TAA, with the exception of the waiver noted below.

A waiver granted by the U.S. Department of Labor, effective through June 30, 2007, allows Boards to waive the required 50 percent employer match for WIA customized training and to select a match based on a 10 to 50 percent sliding scale.

Food Stamps Employment and Training (FSE&T) and Temporary Assistance for Needy Families (TANF) Choices

In accordance with Commission rules §813.31(2) and §811.48, customized training is provided as "vocational training" for FSE & T and choices individuals.

PROCEDURES: Identifying Employers for Customized Training

The Workforce Solutions Board and its contractors are not required to procure employers for the customized training. This policy establishes the procedures for identifying employers for customized training services; however an application *Employer Screening Policy & Procedure* (Attachments A) of this policy and procedures document must be completed prior to employer training approval.

- Employers must complete the (Attachment A) of this local policy which gathers information to determine the appropriateness of the employer for customized training.
- The Board staff and/or its assigned contractors will determine whether the training is for an occupation with a high potential for sustained demand or growth in the local workforce development area [workforce area, as determined by the Board staff and required by WIA §134(d)(4)(G)(iii)]; and
- Determine whether training providers are needed for customized training.

The Training Plan Worksheet (Attachment B) collects relevant data on the employer's customized training and skill needs, such as the number of employees to be trained, the occupations or industries to be included, the dates of training, and the amount of funding requested.

Contracting with Employers for Customized Training

WIA §134(d)(4)(G)(ii)(1) specifies that customized training is exempt from Individual Training Account (ITA) and eligible training provider certification requirements.

Within the parameters of WIA §181(d)(1), the Board and its contractors may engage in customized training opportunities in the workforce area for new or relocating businesses. However, the Board and its contractors must not use funds "to encourage or induce the relocation of a business or part of a business, if such relocation would result in a loss of

employment for any employee of such business at the original location and such original location is within the United States.” Companies that fall under this category may be eligible 120 days after relocation, provided they meet the other general criteria set forth in this policy.

The local Board and its contractor must ensure that funds provided to employers for customized training are not used to directly or indirectly assist, promote, or deter union organizing.

Selecting Training Providers for Customized Training

Employers play a major role in the development of customized training and curriculum. An employer may provide training through the options listed below:

- Provide the customized training to its employees through in-house training resources
- Partner with a training provider such as a community college or other training institution to provide all or part of the training on behalf of the employer; or
- Request Board assistance for selecting a training provider on the employer's behalf.

Any organization that meets the Board's training provider criteria may provide customized training. If the training organization is not provided through in-house training with the employer the training provider must meet at least one of the criteria listed below:

1. Governed by The Texas Higher Coordinating Board;
2. Texas Education Agency;
3. Certified Training Provider through Texas Career Schools and Veterans Education Department with the Texas Workforce Commission; or
4. Granted an exemption through the Texas Career Schools and Veterans Department with the Texas Workforce Commission.

If the employer provides customized training through in-house resources, the Board may proceed without the need for procurement.

If an employer chooses to partner with a training provider to provide customized training for its employees, the Board will:

- Evaluate the training provider's ability to provide training that meets the specific skill requirements of the employer or group of employers;
- Ensure that the curriculum is not taken directly from the training provider's catalog; and
- Obtain an attestation from the employer stating that the training offered by the training provider meets the needs of the employer.

If an employer requests that the Board select a training provider on its behalf the Board may

- Select a training provider from the Eligible Training Provider List; or
- Procure a different training provider.

The appropriate staff of the Board's Workforce Improvement Unit will ~~The Workforce Center Business Services Representatives will~~ meet with local businesses to determine the need for customized training. The Customized Training Agreement form (See Attachment C) will be signed by the Workforce Solutions Executive Director and the employer authorized staff member. The employer and ~~Workforce Center~~ Board staff will determine jointly what type of training is needed to upgrade the skills of the incumbent worker(s). The employer and ~~Workforce Solutions~~ Board staff will review the WIA Eligible Training Provider List for the appropriate Training Provider. The Training Provider is not required to be on the Eligible Training Provider System; however the list must be explored. The Employer may have a

preferred Training Provider or may have an in house training department. Both Workforce Solutions ~~Contractor~~ Staff Board staff and the Employer will be involved in the Training Providers Selection Process. Ultimately the Employer will have the final decision.

After the training provider has been selected the three entities (Training Provider, Employer and Workforce Solutions Board Staff) will meet to design the customized curriculum and contract with the Training Provider to provide the training. Please see the Training Plan Worksheet (Attachment B). The appropriate Customized Training Agreement for Services will be selected based on the nature of the Training (form C-1 or C-2) and signed by the Workforce Solutions Executive Director and by authorized staff members of the other parties as appropriate.

Responsibilities of the Center System

1. Assignment of Customized training support.

The appropriate Board staff assigned to work with the employer will provide the Center System Managing Director with the information he/she will need to do the following:

- a) assign the center support for the customized training agreement to the appropriate center(s)
- b) designate staff for support of the contract
- c) designate type of center services that will be needed to support the customized training contract

Information to be provided to the Managing Director should include at a minimum the following:

- a) Profile of the appropriate candidate for the training
- b) Grant Source the center should use in the TWIST file upon enrollment
- c) What type of training the customized training will provide
- d) The requirements for the training
- e) The employer's responsibility regarding the training.

2. Eligibility Requirements for Customized Training

Workforce Investment Act (WIA)

If WIA formula funds allocations are used to pay for customized training, the WIA income eligibility requirements apply, except in the case of WIA Dislocated Worker services. Adults and dislocated workers must go through the sequence of services before receiving customized training. If statewide or local activity funds are used to pay for customized training the following basic WIA eligibility requirements apply:

- Age (for WIA youth and adults).
- Selective Service Registration. All males born on or after January 1, 1960 must have registered for Selective Service in order to be eligible for training.
- U.S. Citizenship or legal eligibility to work in the United States.

Board staff must inform employers that they must be prepared to provide eligibility documentation upon request. Employers must keep lists of employees who are in and those who have completed training.

Trade Affected Act (TAA)

Customized training is a training option for Trade Certified Workers.

In accordance with Section 617.23(c) (1) of the Trade Regulations, and as referenced in Section D-400.3 of Integration of Trade Services for Dislocated Workers: According to the Comprehensive Guide Trade-Certified workers are WIA Dislocated Workers; therefore they are not required to meet WIA income eligibility requirements to receive customized training.

Temporary Assistance for Needy Families(TANF) Choices

The Workforce Center staff must determine on a case-by-case basis, whether to authorize, arrange, or refer a Choices individual for customized training provided in accordance with Commission rule §811.48.

Food Stamp Employment and Training (FSE&T)

Board staff instructions should include whether to authorize, arrange or refer a FSE&T participant for customized training provided in accordance with Commission rule §813.31. FSE&T funds may not be used to subsidize wages.

- I. An employer in the public, private non-profit or private sector may provide Customized Training Section 101(8) of the Workforce Investment Act defines Customized Training (CTP) as "training that is designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays for not less than 50% of the cost of the training" (sliding scale employer match waiver applies). The training further benefits the employer, especially in the area of introducing new technologies or procedures. Training can even be offered to incumbent employees in order to upgrade their skills and knowledge.

ACTION REQUIRED: Implement the attached customized training procedure components utilizing the employer match data provided above.

REPLACEMENT This policy replaces policy: **IF06-01**

EFFECTIVE DATE: 10-01-06

INQUIRIES: Inquiries should be addressed to Workforce Solutions Managing Director

EXPIRATION DATE: Continuing

Attachment(s):

- (A) Employer Screening Policy and Procedure
- (B) Training Plan Worksheet
- (C) Agreement for Services
 - Form C1 – Employer Based Training Agreement
 - Form C1a-Cost Exhibit and Budget Summary
 - Form C2 – Individual Training Agreement



Employer Screening Policy & Procedure
Attachment A

Procedures:

Purpose: This procedure is established for identifying employers for Customized Training Services. While the local board and its contractors are not required to procure employers for the customized training program we are committed to providing maximum access to our system. Listed below are the actions the board will take to ensure all interested parties are given the opportunity to access Customized Training.

- The board or its contractor staff will, at a minimum place a request for information advertisement in the Fort Worth Star Telegram during a two week time frame once each year.
- The request for information will also be placed on the local board's web site at www.workforcesolutions.net.
- The request for information will also be mailed to those employers that have previously expressed an interest in Customized Training.

The Board will accept unsolicited requests for customized training any time throughout the fiscal year. The requests will be considered based on funding availability and the level of interest. In addition, the board may at other times throughout the year post and advertise requests for information gauged upon current interest levels.

- The Board and/or its assigned contractors will meet with the company to provide information and to determine the appropriateness of the employer for customized training.
- The Board and/or its assigned contractors will determine whether the training is for an occupation with a high – potential for sustained demand or growth in the local workforce development area (workforce area, as determined by the Board and required by WIA §134(D)(4)(G)(iii)).
- The Board and/or its assigned contractors jointly with the employer will determine whether training providers are needed for customized training.

Page (2): References the mandatory requirements necessary for participation in Customized Training.

Page (3): Contains program specific information that will be weighted to meet specific program goals. The score will be used to prioritize employer requests for customized training. It will be completed upon initial contact with the employer.



Employer Pre-Qualifying Form
ATTACHMENT A to Policy – Page 2

Company Name: _____

Company Representative: _____

Relocating companies which have laid off workers and moved to Tarrant County will not be eligible for Customized Training contracting for the first 120 days following relocation to the area.

Funds provided under customized training cannot be used to directly nor indirectly assist, promote, or deter union organizing.

Employers must meet all the following categories in order to continue to Attachment

1. Has your business been involved in a strike or labor dispute? Yes ___ No ___
If you answered “yes” to question 1, please provide date & year _____
2. Does your business have any planned or seasonal layoffs? Yes ___ No ___
3. Is your business and its employees covered under Workers compensation insurance? Yes ___ No ___
Policy carrier _____
Policy number: _____
4. Does your business have a tax ID number? Yes ___ No ___
Tax Number: _____



Customized Training Agreement Policy
ATTACHMENT A to Policy – Page 3

Company Name: _____

Company Representative: _____

What percentage of employees to be trained fall in the low-skilled/low-waged category? (50 points available) _____ %
_____ Pts.

Will there be a wage increase or bonus upon successful completion of the training? (20 points available) Yes ___ No ___
_____ Pts.

Training occupation: points will be awarded based on local demand occupation evaluation. (10 points available) _____ Pts.

Skill acquisition and transferability (5 points available) _____ Pts.

Clearly defined career path (5 points available) _____ Pts.

Percentage of in-house promotions during the last fiscal year. (5 points available) _____ %
_____ Pts.

Are you able to provide work authorization documents and proof of legal age to Board Contractor Staff for trainee eligibility requirements? (5 points available) Yes ___ No ___
_____ Pts.

Please provide a brief, one-page summary of your proposed customized training program. _____ Pts.

*NOTE: All males born on or after January 1, 1960 must have registered for Selective Service in order to be eligible for training.



ATTACHMENT B – Training Plan Worksheet

Payment Provisions

- For purposes of this Agreement, the Contractor will be reimbursed up to _____ for performance under this Agreement.
- Monthly billings must be submitted to the Board identifying project expenditures. Invoices should properly document the timeframe, actual expenditures, the amount of funds requested, and the amount of cash match provided by the Contractor in relationship to the project budget.
- Reimbursement shall be made to the Contractor following receipt and verification of invoice, and monthly progress report. Reports should be submitted to:

Workforce Solutions for Tarrant County
 1320 S. University Drive, Suite 600
 Fort Worth, TX 76107
 Attn: Kathie Cutrer

Employer Information

Company: _____ **Supervisor:** _____
Address: _____ **Contact:** _____
Telephone: _____
Human Resources Director: _____

Statement of overall benefit:

Outcomes

Category: _____ **Projected Number:** _____

- New jobs created
- Existing jobs preserved or retained
- Individuals with measurable skill increases
- Individuals with wage and/or benefit increases
- Average hourly wage increase for individuals at end of project
- New consortiums or partnerships created
- New training program(s) created
- Projected number to be trained
- Other:

| | Major Training Requirements (skills, tools and equipment to be mastered) | Training Hours | Projected Completion Date |
|------------------------------|---|-------------------|------------------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| Total Training Hours: | | 0 | _____ |

Customized Training Information:

Training: _____ **OES*Code:** _____
Training Site: _____ **Instructor:** _____
Training Equipment: _____ **Phone #:** _____
Curriculum: _____ **Office Equipment:** _____
Technical Assistance for Curriculum Development: _____
Other: _____
Training Hours Per _____ Total Training Hours: _____
Training Dates: _____ Number of Trainees: _____
Total Employer Training _____
Training Provider: _____
Administrative Training Contact: _____
Job Description of Training Occupation: _____

Workforce Solutions for Tarrant County will provide:

-
-
-
-
-

Employer will provide:

-
-
-
-
-

**Tarrant County Local Workforce Development Board
Customized Training Agreement
Board Contract Training Form C-1**

Agreement made this ___ day of, between the Tarrant County Workforce Development Board, hereinafter referred to as TCWDB or the Board, and having their principal place of business at 2601 Scott Avenue, Suite 400, Fort Worth, Texas, 76103, and, _____; hereinafter referred to as the Contractor, and having their principal place of business at _____.

Purpose

The purpose of this agreement is to support small and medium businesses in the Tarrant County Workforce Development region by providing financial assistance for customized training, upgrading skills of current employees, developing new training programs, creating new high-skill, high-wage jobs or retraining employees for new or emerging occupations.

Effective Date and Termination Provision

This Agreement shall be effective commencing on _____, and shall continue in effect until completion of said project no later than _____ or until either party has terminated it by giving written notice to the other party. This Agreement may be extended, contingent upon satisfactory performance and TCWDB approval. The contract may be terminated in whole or in part for either of the two following circumstances:

- A. **Termination for Convenience:** Either the TCWDB or contractor may request a termination for convenience. Requesting party shall give a thirty (30) calendar days advance notice, in writing, to the other party in the Agreement.
- B. **Termination for Cause:** TCWDB may terminate this contract in whole or in part when it has determined that Contractor has substantially violated a specific provision of the Act or regulations in regard to the Workforce Investment Act or this Agreement and appropriate corrective action has not been taken in a timely manner. Contractor shall cease to incur costs upon termination of the Agreement and the TCWDB shall not be liable to Contractor for costs incurred after the termination of this Agreement.
- C. **Termination for Default:** In the event either party fails to fulfill their obligations under the provisions of this agreement, either party may issue a written notice of default terminating the whole or any part of this agreement. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanction and remedies provided by law or under this agreement.

In the event the agreement is terminated, the contractor shall cease to incur costs upon receipt of written notice of intent to terminate.

Services and Budget

Contractor shall provide services for the TCWDB in accordance with the description of services identified in the Statement of Work section of this Agreement. (See Attachment A) and the Budget section of this Agreement (See Attachment B). The TCWDB shall not reimburse the Contractor for services not provided in accordance with the statement of work and budget in this agreement. The TCWDB shall reimburse the Contractor for actual, allowable expenditures in accordance with the budget contingent upon the Contractor providing satisfactory documentation of allowable expenditures and matching funds. **Reimbursement to Contractor shall not exceed \$ _____.**

Program Income

Income derived from the performance of this agreement shall not be considered program income.

Devotion of Time

The Contractor shall devote such time to the preparation and performance of this Agreement as is reasonably necessary for satisfactory performance.

Assignment and Subcontracting

Contractor shall not assign the performance of this agreement to a third party. This does not prohibit the Contractor from subcontracting with other parties to provide services under the agreement; however, the Contractor is solely responsible for ensuring that such performances comply with the terms of the agreement and shall not consider the Board as a party to any such subcontracts.

Nature of Relationship

The Contractor shall be an Independent Contractor as that term is defined in State and Federal law and not an employee of the TCWDB under this Agreement and shall indemnify, save harmless, and defend the TCWDB from any claims arising from any act or omission of the Contractor, which results in liability to the TCWDB.

Duplication of Funding

Contractor assures that services and performance rendered under this agreement have not been funded with other state and/or federal funds as part of separate agreement.

Entire Agreement

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or instrument relating to the subject matter of this Agreement which is contained herein, and/or an attachment hereto, shall be valid or binding.

Audit

Contractor understands and agrees that under the terms of Contractor's contract with the Tarrant County Workforce Development Board, the activities of this Agreement may be audited. Contractor agrees to cooperate in any such audit and agrees that it shall be responsible to TCWDB for any costs disallowed under this Agreement for which Contractor is liable.

Audit requirements for state and local governments are set forth in accordance with the Single Audit Act of 1984, Public Law 98-502, and OMB Circulars A-128 and A-133, as applicable and

in effect at the time costs were incurred, unless the applicable circular provides otherwise, or in accordance with federal laws and regulations governing programs.

Attorney Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which entitled. The place of venue shall be Tarrant County, Fort Worth, Texas.

Disputes/Claims

The Contractor shall utilize the grievance system provided by TCWDB for resolving complaints and disputes arising from services funded under this Agreement.

Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the Workforce Investment Act (WIA), Public Law 105-220, State of Texas SB 642 & HB1863 and Texas Workforce Commission rules and regulations.

Changes/Modifications/Amendments

This Agreement may be changed, modified or amended by mutual consent of the parties hereto in writing. Should the scope of this Agreement change, as in any and all business relationships, it is understood that either party would reserve the right to recommend appropriate amendments. All modification requests shall be in writing and the Board reserves the sole right to initiate such a modification. In the event that the Board is required to make a change, modification or amendment due to actions of the Texas Workforce Commission, such change, modification or amendment is not required to be of mutual consent and the Board reserves the right to make such change, modification or amendment unilaterally.

Political Activity/Lobbying

No funds under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by congress, or for lobbying with State or local legislators.

Legal Construction

In case any one or more of the provisions contained in this Agreement, Attachments, Exhibits, Modifications, shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Assurances and Certifications

By signing this agreement, the Contractor assures and certifies that they are in compliance with the requirements of the following regulations:

1. Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, published as Part VII of the May 26, 1988 Federal Register (pages 19610 and 19211);
2. Section 1352, Title 31, U.S. Code regarding lobbying;

3. Article 2.45, Texas Business Corporation Act regarding state franchise tax payments and;
4. Texas Workforce Commission Financial Management Grants and Contracts Manual regarding Drug-Free Workplace Certification, Equal Employment Opportunity and Copeland Anti-Kickback Act.

Cost Principles/Uniform Administrative Requirements

Unless otherwise modified, Contractor agrees to abide by the cost principles set forth in Circular A-87, as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grants and Contract Management.

Conflict-of-Interest

Contractor assures that neither they nor any of their employees is a current employee of the TCWDB or a member of the Board of Directors of the TCWDB. Contractor assures that neither they nor any of their employees who is related to person in the first degree of consanguinity or affinity, as determined under Chapter 573, Texas Government Code, who has a substantial financial interest in the business entity, is related to a current employee of the TCWDB or a member of the Board of Directors. First degree of consanguinity or affinity means the person's parent, child, adopted child or spouse. Contractor agrees to notify the TCWDB of any potential or apparent conflict-of-interest prior to the provision of any services.

Fraud and Abuse Prevention

Contractor agrees to establish, maintain, and utilize internal program management procedures sufficient to ensure proper, effective management of all activities funded under this Agreement. The Contractor further understands that failure to comply with the provisions of this Agreement, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds. Contractor agrees to cooperate fully with the TCWDB, local law enforcement agencies, the State of Texas, the Texas Workforce Commission, the Office of Inspector General, the United States Department of Labor, the Federal Bureau of Investigation, and any other government agency with jurisdiction to investigate such incidents.

Sectarian Involvement Prohibited

Contractor ensures that no funds under this Agreement are used in the support of any religious activity, worship, or instruction.

Non-Discrimination and Equal Opportunity

Contractors must ensure that it will comply fully in accordance with provisions of the following laws:

- ◆ Titles VI and VII of the Civil Rights Act of 1964, as amended;
- ◆ Section 504 of the Rehabilitation Act of 1973, as amended;
- ◆ Title IX of the Education Amendments of 1972, as amended;
- ◆ The Age Discrimination Act of 1975, as amended;
- ◆ Americans with Disabilities Act (ADA) of 1990, as amended;
- ◆ Non-traditional Employment for Women Act of 1991, as amended;

- ◆ Assurances required for Workforce Investment Act programs at 20 CFR 667.275 and Section 188 of the ACT; and
With all applicable rules and regulations issued under these laws.

Access and Record Retention

Contractor agrees to provide access to all information the Contractor compiles concerning this Agreement to representatives from the TCWDB. Contractor shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment of this Agreement and until written authorization is received from TCWDB to dispose of these specified Agreement records. If, at the end of three (3) years, there is litigation or if the audit report covering such Agreement has not been accepted, Contractor shall retain the records until the resolution of such litigation or audit. If contractor goes out of business or cannot store said records; provisions for turning them over to TCWDB should be made.

Reporting

Contractor submits reports no less than monthly using the format prescribed by the TCWDB for the term of the agreement (see Attachment C). The Board may require a final report of project expenditures, activities and outcomes.

Patent, Copyrights and Rights in Data

TCWDB retains all right and title to any data obtained, generated or created under this agreement by the Contractor. Rights to materials generated under this agreement are subject to compliance with all applicable Federal and State regulations.

Tracking Requirements and Special Services

In the event that Agreement funds are used to provide services to new or current workers, the Contractor agrees to cooperate with the TCWDB and/or their designee in the collection of information required by the Texas Workforce Commission to identify and track benefiting workers. The Board and/or their designee shall assist the Contractor in identifying the minimum information requirements necessary for the automated tracking system. Failure to provide such information to the TCWDB and/or their designee may result in withholding of funds, reduction of funds and/or termination of the Agreement. Contractor agrees to post any new job openings created under this agreement in the WorkInTexas system.

In addition, the Board and/or their designee shall assist the Contractor in identifying individuals who may qualify for additional services, including but not limited to employer tax credits, childcare or transportation services or other workforce services. Individuals may voluntarily provide additional personal data to be determined eligible for additional services, however individuals may not be required to disclose personal information and such information may not be provided to the Board and/or their designee without the individual's permission.

Non-Labor Involvement

No WIA funds shall be used in any way to assist, promote or deter unionization in accordance with WIA § 181(b)(7).

Restriction on Relocation of Businesses

No WIA funds shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business, if such relocation would result in a loss of employment for any employee of such business at the original location and such location is within the United States in accordance with WIA § 181(d)(1).

Restriction on Training

No WIA funds shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date upon which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States in accordance with WIA § 181(d)(2).

Assurances

The assurances attached to this Agreement are considered a part of this Agreement. Contractor agrees to adhere to these Assurances.

Signatory Authority

Contractor Signature: _____

Printed Name and Title: _____

Date: _____

TCWDB Signature: _____

Printed Name and Title: Judy McDonald, Executive Director, TCWDB

Date: _____

Attachment B – Monthly Reporting

Instructions:

Contractor shall complete a monthly report and submit with request for reimbursement. (Please note that other billing and reporting arrangements may be made on a case-by-case basis to accommodate your business needs.) The reimbursement request shall be in sufficient detail to identify the costs itemized in the Cost Exhibit Form (Attachment A1). Contractor may submit a ledger, operating statement or other itemized report to identify expenditures related to the project. The financial report shall identify both the costs from Workforce Investment Funds and the Contractor's matching expenditures expended during that period. The cash match must meet or exceed the Contractor's required matching percentage, as specified on the Cost Exhibit Form (Attachment A1).

Contractor shall submit a "Workforce Investment Fund Monthly Report" no later than the 15th of the following month. The "Workforce Investment Fund Monthly Report" may be completed and submitted via mail, fax, hand delivery or electronically along with the financial report to the following address:

TCWDB
1320 S. University Drive, Suite 600
Fort Worth, TX 76107
Attn: Kathie Cutrer
Fax: 817-413-4463
E-mail: kathie.cutrer@twc.state.tx.us



Attachment C1c
Employer Customized Training
Cost Exhibit and Budget Summary for (Name of Employer)

A. Training Budget

| | Total Budget | Amount Reimbursable by Board | Amount To Be Paid By Employer |
|--|-----------------|------------------------------------|-------------------------------------|
| Tuition / Fees | | | |
| Instructor / Trainer Wages and Benefits | | | |
| Trainee Wages | | | |
| Licensing / Testing Fees (Certification by Registrar Agency) | | | |
| Curriculum (include textbooks for trainees) | | | |
| Materials and Supplies (expendable items) | | | |
| Equipment (identify and describe) | | | |
| Space (include utilities, janitorial, etc.) | | | |
| Support Services (child care, transportation, etc.) | | | |
| Other: | | | |
| Other: | | | |
| <i>Total Cost of Training:</i> | \$ 0 - | \$ 0 - | \$ 0 - |

B. Employer Contribution Requirement:

| | |
|-------------------------|-----------|
| Board Contribution % | 0% |
| Employer Contribution % | 0% |
| Total | 0% |

| | |
|--|--------|
| Required Employer Contribution Amount: | |
| (total budget x employer contribution %) | \$ 0 - |

Amount budgeted to be paid by employer equals or exceeds
 Required employer contribution amount? (yes / no) _____

Workforce Solutions for Tarrant County
Employer Customized Training
Budget Detail for : (Name of Employer)

| Line Item | Total Budget Amt | Describe Purpose of Expenditure | Show Calculation of Budget Amount |
|---|------------------|---------------------------------|-----------------------------------|
| Tuition / Fees: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Instructor / Trainer Wages and Benefits: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Trainee Wages: | | | |
| | | | |
| | | | |
| | | | |
| Licensing / Testing Fees (Certification by Registrar Agency): | | | |
| | | | |
| | | | |
| | | | |
| Curriculum include textbooks for trainees: | | | |
| | | | |
| | | | |
| | | | |
| Materials and Supplies (expendable items) | | | |
| | | | |
| | | | |
| | | | |
| Equipment (identify and describe) | | | |
| | | | |
| | | | |
| | | | |
| Space (include utilities, janitorial, etc.) | | | |
| | | | |
| | | | |
| | | | |
| Support Services (child care, transportation, etc.) | | | |
| | | | |
| | | | |
| | | | |
| Other: | | | |
| | | | |
| | | | |
| | | | |
| Other: | | | |
| | | | |
| | | | |
| | | | |
| Total | \$ 0 - | | |

**Tarrant County Local Workforce Development Board
Customized Training Agreement
Board Contract Training Form C-2**

Whereas the Tarrant County Local Workforce Development Board (The Board) is authorized to provide Customized Training to eligible clients under the provisions of the Workforce Investment Act (WIA) and Workforce Development Letter 07-03 issued by the Texas Workforce Commission; and

Whereas _____ (Employer) has agreed to employ _____ (Client) upon successful completion of training outlined in the Training Plan attached to this agreement as Attachment A; and

Whereas _____ (School) agrees to provide training to client, in accordance with the Training Plan attached to this agreement as Attachment A; and

Whereas Client has been documented to be eligible to receive WIA funded training and commits to participate in the training outlined in Attachment A to this agreement.

Therefore, it is agreed between the parties as follows:

1. The Board will fund the training of the Client by the School, and will issue payment to the school within 15 days of the receipt of an invoice for the training.
2. The School will provide training in accordance with the attached Training Plan and will invoice the Board upon completion of the training in an amount not to exceed \$ _____. The School will also provide to the Client and the Board a certificate, diploma, or other suitable form of confirmation to document the Client's successful completion of the training.
3. The employer will employ the Client upon completion of the training in a position providing at least _____ hours of work per week at a pay rate of at least \$ _____ per hour.
4. The employer will reimburse the Board _____ % of the training cost stated in number 2, above. The Board will invoice the Employer for this reimbursement within 10 days of issuing payment to the School.
5. The Client will participate fully in the training and apply such reasonable effort to its completion as may be needed to ensure a successful outcome.
6. The failure of any party to this agreement to carry out its responsibilities as stated above may result in that party being financially liable for payments made by the Board, up to the total training amount shown in number 2, above.
7. Notification:

Any notice required by a party to this agreement shall be by certified mail, addressed to the designated signatories, to the following addresses:

Board: Tarrant County Local Workforce Development Board
1320 South University Drive, Suite 600
Fort Worth, Texas 76107

Employer:

School:

Client:

Approved:

**Tarrant County Local Workforce
Development Board**

(Employer)

Judy McDonald
Executive Director

(Name)
(Title)

Date

Date

(School)

(Client)

(Name)

(Name)

Date

Date